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DISPOSITION

BY

THE PRINCIPAL AND PROFESSORS OF THE

UNIVERSITY OF GLASGOW

TO

THE MANAGERS OF THE WESTERN INFIRMARY

OF GLASGOW,

DATED 18TH APRIL, 1878.

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THE PRINCIPAL AND PROFESSORS OF GLASGOW UNIVERSITY

TO

THE MANAGERS OF THE WESTERN INFIRMARY OF GLASGOW.

18TH APRIL, 1878.

WE, the Very Reverend John Caird, Doctor of Divinity, Principal of the University and College of Glasgow; and the Reverend Doctor William Purdie Dickson, Professor of Theology; Sir William Thomson, Professor of Natural Philosophy; Mr. Hugh Blackburn, Professor of Mathematics; Doctor Robert Grant, Professor of Practical Astronomy; Doctor John Nichol, Professor of English Language and Literature; Doctor William Tennant Gairdner, Professor of the Practice of Medicine; Mr. George Gilbert Ramsay, Professor of Humanity; Doctor John Veitch, Professor of Logic and Rhetoric; Doctor John Black Cowan, Professor of Materia Medica; Doctor Edward Caird, Professor of Moral Philosophy; Doctor John Young, Professor of Natural History; Doctor James Roberton, Professor of Conveyancing; Mr. Robert Berry, Advocate, Professor of the Law of Scotland; Doctor William Leishman, Professor of Midwifery; Doctor Alexander Dickson, Professor of Botany; Doctor George Husband Baird Macleod, Professor of Surgery; Doctor Pierce Adolphus Simpson, Professor of Forensic Medicine: Doctor James Thomson, Professor of Civil Engineering and Mechanics; the Reverend Doctor William Stewart, Professor of Biblical Criticism; Doctor George Buchanan, Professor of Clinical Surgery; Doctor Thomas M'Call Anderson, Professor of Clinical Medicine; Mr. John Ferguson, Professor of Chemistry; the

Reverend Doctor William Lee, Professor of Church History; Mr. Richard Claverhouse Jebb, Professor of Greek; Doctor John Gray M'Kendrick, Professor of the Institutes of Medicine; The Reverend James Robertson, Professor of Oriental Languages; and Doctor John Cleland, Professor of Anatomy, all in the said University and College, and Members of the Senate thereof, CONSIDERING that in furtherance of the project for the removal of the University Buildings westwards from their former site in the High Street of Glasgow, a public subscription was in the year 1865 instituted for the erection of New Buildings for the University of Glasgow, and an Hospital in connection therewith, by which it was contemplated to raise the sum of £120,000 sterling, whereof £24,000 should be applicable towards the establishment of the said Hospital: AND WHEREAS, subscriptions to a larger amount than was originally contemplated having been received for the above-mentioned objects, it was resolved that the allocation from the General Fund for the said Hospital should be increased to the sum of £30,000 sterling: AND WHEREAS it was ultimately agreed that the amount of said allocation out of the subscriptions actually ingathered should be and the same was fixed at the sum of £27,840 12s., with the proportion after-mentioned (viz., $\frac{1}{5}$) of certain outstanding subscriptions, amounting to £802 10s., and deemed recoverable, and on the understanding that in the event at any future time of subscriptions or legacies being received, destined for the New College Buildings and Hospital, the same should be divided in the proportion of four-fifths to the University and one-fifth to the said Hospital until the foresaid sum of £30,000 should be received by the Western Infirmary, and that, after the said full sum of £30,000 shall have been paid, all claim of the Western Infirmary in subscriptions or legacies received or to be received destined jointly for the New College Buildings and said Hospital or Infirmary should cease: AND WHEREAS the foresaid sum of £27,840 12s. has been expended in the purchase of lands, as aftermentioned, for the site of and adjoining to the said Hospital or Western

Infirmary, and also on account of the expenses of erecting the said Infirmary Buildings, all as particularly detailed in the accounts of the Treasurers to the foresaid subscription: AND, CONSIDERING that the necessity having been felt for general Infirmary accommodation in the western districts of Glasgow, it was resolved at a public meeting held on 18th January, 1871, to solicit special subscriptions for the said Hospital to be thenceforward called "The Western Infirmary of Glasgow," and accordingly a large amount has been obtained therefor: AND WHEREAS the Senate of the University originally acquired as a site for the said Hospital the lands of Clayslaps, situated on the south side of the river Kelvin, at the price of £17,389 7s., but it was subsequently found that a portion of the lands of Donaldshill and Gilmourhill, situated on the north side of the Kelvin, was more favourably situated, and the same together with a further portion of said lands of Donaldshill fronting the Hillhead Road, which it was deemed expedient to purchase at the additional price of £5,747 4s., were accordingly acquired by the Senate of the University from the Corporation of the City of Glasgow, who, at the same time, took over from the Senate the said lands of Clayslaps at their cost price; AND WHEREAS it was also deemed expedient to acquire for the purposes of the said Hospital or The Western Infirmary of Glasgow further portions of land lying to the west of that acquired from the City Corporation as aforesaid, but the title thereto was taken in name of Trustees for the said Hospital, hereinafter styled "The Western Infirmary:" AND, CONSIDERING that the said Western Infirmary or the portion thereof with the erection of which it was deemed prudent in the first instance alone to proceed has been completed and opened to the public: AND WHEREAS one object in founding the said Western Infirmary, and in the purchase of the site hereby conveyed, and in the allocation of the foresaid sums towards the said Western Infirmary, was to secure facilities in all time coming for clinical instruction in connection with the Medical School of the University: AND WHEREAS, under certain Articles of Constitution for the management of

the said Western Infirmary adopted at a general meeting of subscribers thereto held on 26th October, 1874, a Board of Managers has been elected for the said Western Infirmary of Glasgow by whom the affairs of the said Infirmary are presently administered: And, whereas, by article 20 of said constitution it is *inter alia* declared that the property both heritable and moveable then belonging, or which might be gifted to or acquired by or for the said Western Infirmary, shall be vested in the Managers for the time being as Trustees for the said Western Infirmary of Glasgow: And whereas the said Board of Managers have requested us as being feudally vested in the heritable subjects hereinafter described, forming the site and buildings of the said Western Infirmary and adjoining grounds, to convey the same to them as Trustees foresaid, which it is right and proper we should do, subject to the provisions, stipulations, and others hereinafter mentioned, and in which provisions, stipulations, and others, the said Managers as Trustees foresaid are and shall be held as concurring by their acceptance hereof, and also as being specially authorised by a General Meeting of the subscribers to the said Western Infirmary, held on the 9th day of April, 1878, at which meeting the terms of this conveyance were submitted and unanimously approved of: Therefore, We, the said Very Reverend John Caird, Doctor of Divinity, the Reverend Doctor William Purdie Dickson, Sir William Thomson, Hugh Blackburn, Doctor Robert Grant, Doctor John Nichol, Doctor William Tennant Gairdner, George Gilbert Ramsay, Doctor John Veitch, Doctor John Black Cowan, Doctor Edward Caird, Doctor John Young, Doctor James Roberton, Robert Berry, Doctor William Leishman, Doctor Alexander Dickson, Doctor George Husband Baird Macleod, Doctor Pierce Adolphus Simpson, Doctor James Thomson, the Reverend Doctor William Stewart, Doctor George Buchanan, Doctor Thomas McCall Anderson, John Ferguson, the Reverend Doctor William Lee, Richard Claverhouse Jebb, Doctor John Gray M'Kendrick, Reverend James Robertson, and Doctor John Cleland, have assigned, disponed, and conveyed, as

we do hereby assign, dispone, convey, and make over from us and our successors in office, to and in favour of Thomas Watson, merchant in Glasgow; William Walls, oil refiner in Glasgow; James Alexander, oil refiner in Glasgow; T L Arnott, warehouseman in Glasgow; John Broadfoot, brassfounder in Glasgow; the said Doctor John Black Cowan, physician in Glasgow; Archibald Crombie, warehouseman in Glasgow; Peter Ferguson, brush manufacturer in Glasgow; John Ferguson, shipbuilder in Glasgow; James Hamilton, shipbuilder in Glasgow; Anthony Hannay, cotton-broker in Glasgow; the Reverend Doctor Robert Jamieson, minister of Saint Paul's Parish Church, Glasgow; Anderson Kirkwood, LL.D., writer in Glasgow; Robert M'Cowan, accountant in Glasgow; the said Doctor John Gray M'Kendrick; John Anderson Matheson, merchant in Glasgow; John Mathieson, Junior, turkey red dyer in Glasgow; George Munsie, yarn merchant in Glasgow; Adam Paterson, LL.D., writer in Glasgow; the said Doctor James Roberton; James Robertson, merchant in Maryhill; John Roxburgh, merchant in Glasgow; Doctor James B Russell, physician in Glasgow; Andrew Davidson Rutherford, manufacturer in Glasgow; William Scott, merchant in Glasgow; James Wilson, merchant in Glasgow; and the said Doctor John Young, being the present Managers of the Western Infirmary of Glasgow, as Trustees for behoof of the said Western Infirmary, and to their successors in office as Managers foresaid, any seven constituting a quorum, and to the survivors or survivor of them and their foresaids, and failing such successors, to the heir of the last survivor as Trustees and Trustee foresaid, with the powers and subject to the conditions aftermentioned heritably and irredeemably,—All and Whole that area of ground containing 52,540 square yards or thereby, equal to 10 acres, 3 roods, 16 poles and $\frac{86}{100}$ths parts of a pole Imperial measure, bounded the said portion of ground on the south partly by Dumbarton Road, along which it extends 350 feet 6 inches or thereby, partly on the south face of a stone wall, partly by ground belonging to Trustees for the said Western

Infirmary, along which it extends 143 feet or thereby, and partly by the central line of Gilmour Street, along which it extends 170 feet 4 inches or thereby; on the west partly by ground belonging to the Lord Provost, Magistrates, and Council of the City of Glasgow, and partly by the above-mentioned ground belonging to the said Trustees for the Western Infirmary, along which together it extends 305 feet or thereby, partly by other ground also belonging to the said Trustees for the Western Infirmary, acquired from John Malloch and Alexander Reid, along which it extends 389 feet or thereby, and partly by the east building line of Church Street, along which it extends 125 feet or thereby; on the north-west by west by Victoria or Byres Road, along which it extends 162 feet or thereby; on the north-west by west face of a stone wall and range thereof; on the north by Hillhead Road, along which it extends 459 feet or thereby on the north face of a stone wall; and on the east by other ground belonging to us, the said Principal and Professors of the University of Glasgow, along which it extends on the centre of an intended boundary fence 1011 feet or thereby following the curve, as the said portion of ground hereinbefore disponed is delineated on the plan made out by Messrs. Kyle, Dennison & Frew, Land Surveyors in Glasgow, endorsed hereon, and together with a duplicate thereof subscribed by the said John Caird and Thomas Watson on behalf of the disponers and disponees under these presents respectively as relative hereto, which area of ground is part and portion of the lands of Donaldshill and Gilmourhill, as described in the Titles thereof, lying within the Barony Parish of Glasgow or Govan, and Sheriffdom of Lanark: Together with the Infirmary and other buildings erected on the said area of ground before disponed, and whole parts, privileges, and pertinents thereof, and free ish and entry thereto, and our whole right, title, and interest, present and future therein: DECLARING, as it is hereby expressly provided and declared, that we shall be bound as we hereby bind and oblige ourselves and our foresaids as proprietors of the portions not hereby conveyed of the lands of Donaldshill and others acquired by

us, under the disposition immediately hereinafter mentioned to free and relieve our said disponees and their foresaids, and the said area of ground hereinbefore disponed, of the obligation, so far as not already implemented, contained in a real lien created by the disposition granted by the Lord Provost, Magistrates, and Council of the City of Glasgow in favour of the then Principal and Professors of the said University and College of Glasgow, dated 7th December, 1871, and 12th January, 1872, and recorded in the Division of the General Register of Sasines, applicable to the County of the Barony and Regality of Glasgow, 1st June, 1876, of forming a street 60 feet in width, to run from Dumbarton Road, north eastwards, as therein mentioned, which street is situated wholly outwith the area of ground hereby disponed: AND FURTHER we do hereby, so far as we can competently do so, and so far as not by these presents expressly reimposed, discharge the restrictions upon the said area of ground conceived in our favour under a deed of agreement and restriction entered into between the Lord Provost, Magistrates, and Council of the City of Glasgow, as representing the Corporation thereof of the first part, the said Lord Provost, Magistrates, and Councillors of the City of Glasgow acting under "The Glasgow Public Parks Act, 1859," of the second part, and the then Principal and Professors of the said University and College of Glasgow of the third part, dated 13th and 18th October and 17th November, and recorded in the General Register of Sasines for publication, and also as in the Books of Council and Session for preservation and execution, 27th December, all in the year 1870. BUT THESE PRESENTS ARE GRANTED, and the subjects hereby disponed are disponed always with and under the reservations, conditions, provisions, and restrictions following, viz.:—*First.* That along the line of the eastern boundary of the area of ground hereby disponed, there shall, whenever required by either us or our said disponees, or by our or their respective foresaids, be erected and maintained at mutual expense, in all time coming, a sufficient and substantial fence on both sides of which, with a view to amenity and

ornamentation, it is intended that we and our said disponees shall plant trees or shrubs in such manner as we may respectively see fit, and so far as practicable cultivate the same : *Second,* That no buildings, other than the Sick Children's Hospital, referred to in the said Articles of Constitution, and buildings connected with or strictly germane to the objects of the said Western Infirmary, shall at any time, without the consent in writing of the Senate of the said University, be erected on the portion of the ground hereby disponed, lying to the south of a prolongation eastward of the north building line of Gilmour Street, and which portion of ground is coloured red and green on the foresaid plan, nor shall any buildings whatever be at any time erected on said portion of ground which can reasonably be deemed offensive or injurious to the University; and the Sick Children's Hospital, if built, shall be erected to the north of the line of Stuart Street and not nearer the present Infirmary buildings than 100 feet, or further eastward than the continuation northwards of the line of the eastern boundary of the ground belonging to the Lord Provost and Magistrates of the City of Glasgow, which is bounded on the north by the centre line of Stuart Street; and, on the other hand, it is hereby provided in favor of our said disponees and their successors in office as Managers of the said Infirmary, and the same is hereby created a servitude in their favor upon the ground belonging to us, lying to the south of a line drawn westwards in continuation of the south face of the present University buildings, and to the west of a line drawn southwards from the southwest corner of the block containing the houses of the Principal and Professor of Divinity, that no buildings other than buildings connected with or strictly germane to the objects of the said University, nor any buildings whatever which can reasonably be deemed offensive or injurious to the said Infirmary, shall at any time be erected on said ground without the consent in writing of the Managers of the said Western Infirmary for the time being : *Third,* As respects the portion of the area of ground hereby conveyed, lying to the north of the foresaid prolongation

eastward of the north building line of Gilmour Street, the buildings to be erected thereon if not connected with or strictly germane to the objects of the said Western Infirmary, shall consist of dwelling-houses, shops, or offices, and in the event of our said disponees or their foresaids selling or disponing any part or portion thereof fronting Church Street, Byres Road, Hillhead Road, or the ground remaining to us on the east, it is hereby declared that the buildings to be erected on the ground so sold or disponed shall, so far as fronting said street and roads, consist only of tenements of dwelling-houses or shops, and dwelling-houses not being of less than three apartments each, and said tenements not exceeding three storeys in height, and so far as fronting our remaining ground on the east, the buildings to be erected on the ground sold shall consist only of dwelling-houses of not less than six apartments and of an architectural style and elevation not inferior to that of Park Quadrant, and such last mentioned tenements shall have their fronts and not their sides or backs turned to our said remaining ground: Declaring that, in the event of our selling or disponing any portion of our ground immediately *ex adverso*, to that on which the buildings are hereby restricted to dwelling houses of not less than six apartments, and of an architectural style and elevation not inferior to that of Park Quadrant, we shall be bound to restrict the feuars or disponees of said ground to the erection only of dwelling houses of the same size and of the same architectural style and elevation, and that the fronts of said buildings, and not their sides or backs, shall face to the west: *Fourth*, That in the event of the Corporation of the City of Glasgow, within a period of four years from the date hereof, permanently restricting the whole or the greater portion of the ground belonging to them, situated between the projected line of Stuart Street on the north and the Dumbarton Road on the south, and coloured blue on the plan endorsed hereon for the purpose allenarly of the erection of a church or other such public building to the satisfaction of us or our successors, and the Managers of the Western Infirmary for

the time being, the said Managers shall be bound, if so required, to allow to be laid off, and in all time thereafter maintained in congruity with the ornamental ground of the West-End Park, the portion of ground containing 1800 square yards or thereby, situated on the south-eastern extremity of the lands hereby disponed and coloured green on the foresaid plan, and it shall be in the power of the said Managers to allow even a larger area of the ground hereby disponed than that coloured green to be so laid off and maintained as ornamental ground : *Fifth*, That in the event of the said portion of ground containing 1800 square yards or thereby, or a larger area being laid off and maintained as aforesaid, we and our successors shall have power and liberty,—if we see fit at any time before or after the completion of the bridge presently in course of erection for carrying the Dumbarton Road over the river Kelvin, and the formation of the access to the new line of the said road from the West-End Park,—to enclose within said area, and to form and maintain a footpath 12 feet in breadth, along, or as near as may be to the east side of the western boundary of the said portion of ground coloured green, or such larger area, and to erect and maintain a gate with suitable pillars at the entrance to said approach from the new line of the Dumbarton Road, and that as a private access from the said Dumbarton Road to the University : *Sixth*, That it shall not be in the power of our said disponees, or their successors in office, to sell, feu, or otherwise alienate for any purpose whatever, or to convey in security any portion of the area of ground hereby disponed, or of the buildings thereon, other than and except (*First*) the portion that may be set apart as aforesaid, and conveyed as a site for the aforesaid Sick Children's Hospital, and (*Second*) the said portion lying to the north of the north building line of Gilmour Street, and of a line in continuation of said building line, eastward to the east boundary of the ground hereby conveyed, and with respect to the portion of ground which may be set apart as a site for the said Sick Children's Hospital, our said disponees in any conveyance they may grant shall be bound to insert

such provisions as shall secure that the site, so far as acquired from us, shall never be used otherwise than for a site for the said Sick Children's Hospital or for buildings for purposes connected with or germane to the objects of said Western Infirmary, and with respect to the said portion of ground lying to the north of Gilmour Street and of a line in continuation thereof eastward, it is hereby declared that subject to the restrictions contained in Article Third hereof, our said disponees and their foresaids shall have power, so far as we have any right to confer or consent to the same, to sell or dispose of the same, and that either by public roup or privately, and at such price or prices or for such other considerations as they may deem proper, and to grant, execute and deliver all and whatsoever dispositions and conveyances, or other deeds and writings as may be deemed necessary in the premises; as also to borrow money upon the security of the said last mentioned portion of ground, and to grant the requisite bonds and dispositions in security, and other deeds and writings; declaring that the purchasers, lenders, or third parties, shall have no concern with or right to enquire into the application of the prices paid or moneys lent as aforesaid: *Seventh*, Reasonable provision shall be made in the Western Infirmary for clinical instruction by such Professors of the University as may from time to time be appointed or authorised by the said University to conduct clinical instruction, but without prejudice in any way to the right of our said disponees and their foresaids to elect the Medical Officers of the said Infirmary, and to appoint such persons as they may see fit to conduct clinical instruction in the said Western Infirmary so long as reasonable provision is made for the foresaid Professors of the University: Provided always that no right is hereby given to any Professor of the University to claim provision for clinical teaching in the said Infirmary beyond what the Senate of the University and the said Managers deem sufficient: *Eighth*, Neither in the said Infirmary nor in the foresaid Sick Children's Hospital, if erected, shall cases of infectious diseases be admitted, excepting of traumatic

erysipelas, and no building shall be erected on any part of the area of ground hereby conveyed for the admission of infectious diseases without the express consent of the Senate of the University: *Ninth,* That in the event of the said Western Infirmary ceasing at any time to be used as a general hospital, available for clinical instruction as aforesaid, the Senate of the said University shall be entitled to re-acquire the said Infirmary buildings and the lands hereby disponed, in so far as the same may then belong to the said Managers, at their value for Infirmary purposes, as such value shall be fixed by an Arbiter to be named as hereinafter mentioned, and should the Senate so elect to re-acquire the foresaid Infirmary buildings and others, they shall be bound also to purchase or acquire the whole fittings and furnishings in or connected therewith, at the value or price to be fixed by the said Arbiter, and that to account of said price or prices the foresaid sum or allocation of £27,840 12s., or whatever larger sum shall at the time have actually been received or expended on account of the said Western Infirmary out of the foresaid general subscription for the new college buildings and hospital, or out of any future subscriptions or legacies specially destined therefor as aforesaid, shall be imputed as part payment, and that on payment of the balance of said value or price, the said Managers or their foresaids shall be bound to re-dispone and convey the said Infirmary and lands to us and our successors in office: and, *Lastly,* it is hereby provided and declared, that in the event of any dispute or difference between us or our successors and our said disponees or their foresaids, in any way or at any time occurring regarding the true intent and meaning of these presents, or of any of the foregoing provisions, or of the rights and obligations arising therefrom, or as to the value or price to be paid for the said Infirmary and lands in the event beforementioned, the same is hereby referred to the amicable decision, final sentence, and decreet arbitral of the Sheriff of

Lanarkshire for the time being, whose decision shall be final and binding upon both parties; all which reservations, conditions, provisions, and restrictions hereinbefore written, are hereby created and declared to be real liens and burdens upon and servitudes affecting the said area of ground hereby disponed, in so far as respectively applicable thereto in favour of us and our successors in office, and shall be recorded as part of these presents in the appropriate Register of Sasines, or inserted in any notarial Instrument or Instrument of Sasine to follow hereon, and in all future transmissions of the said area of ground or of the parts thereof to which they respectively relate, with entry at the date hereof; and we assign the Writs, and have delivered those in our possession conform to Inventory annexed, and subscribed as relative hereto; but in respect we retain a portion of the ground contained in the said writs, our said disponees shall be bound to make them forthcoming to us and our foresaids on all necessary occasions on a receipt and obligation to return the same within a reasonable time, and under a suitable penalty: And we assign to our said disponees and their foresaids a proportional interest in our right to have the prior writs of said lands made forthcoming when required, and our said disponees and their foresaids shall be bound by acceptance hereof to free and relieve us and our foresaids of the proportionable amount of all feuduties, casualties, and public burdens due and payable, or to become due and payable, for the said area of ground hereby disponed: And we assign the rents: And we grant warrandice from fact and deed allenarly, and we consent to registration hereof for preservation and execution: In witness whereof these presents, written upon this and the seven preceding pages of stamped paper, by Robert Foster Barr, clerk to Hill, Davidson, & Hoggan, writers in Glasgow, are subscribed, together with the marginal addition on page 7th hereof, also written by the said Robert Foster Barr (under the declaration that the words "James Alexander, oil refiner in Glasgow" are interlined between

the 11th and 12th lines counting from the top of page 3rd hereof by the said Robert Foster Barr, and that the word "treatment" occurring upon the 14th line counting from the top of page 7th hereof is delete both before subscription) by the said Very Reverend Doctor John Caird, the Reverend Doctor William Purdie Dickson, and the Reverend Doctor William Stewart, being the Committee appointed by the Senate of the said University and College of Glasgow, on 10th January, 1878, for signing deeds approved of by said Senate, which was done as regards this Deed at their meeting on 18th April, 1878, all at Glasgow upon the said 18th day of April, in the year 1878, before these witnesses, Thomas Moir, Registrar of the General Council of the said University, residing at Westbank Terrace, Hillhead, Glasgow, and Lauchlan M'Pherson, Janitor of the said University and College, and residing there. (Signed) John Caird, William P. Dickson, William Stewart; Thomas Moir, witness, Lauchlan M'Pherson, witness.

CONSTITUTION OF THE WESTERN INFIRMARY.

Preamble. THE Western Infirmary of Glasgow having been instituted with a view to extend the general Hospital accommodation, for the relief of the sick and hurt in the City and neighbourhood of Glasgow, and to provide the means of Clinical Instruction in their profession for the Medical and Surgical Practitioners educated at the University or other Medical Schools, and it being desirable that its Constitution should be settled, it was resolved at a General Meeting of the Subscribers, held on the 26th October, 1874, that the Infirmary shall be governed by the following Articles of Constitution, until the same shall have been legally altered, viz. :—

General Court of Contributors. 1. The General Court of Contributors of the Western Infirmary shall consist of all persons who have given or shall give a special donation of ten pounds or upwards, and of the Preses or heads of those Societies who have given or shall give a special donation of fifty pounds or upwards to the funds of the Institution, whether for its building or maintenance, also of those persons who, during each financial year of the Institution, ending on the 31st day of October yearly, shall have contributed one guinea or upwards to its maintenance, and of the Preses or heads of those Societies, who in like manner shall have contributed five guineas or upwards thereto.

Ordinary General Meetings. 2. The General Court of Contributors shall assemble in Ordinary General Meeting on the last Thursday of November yearly, in some convenient place within the City of Glasgow, to be fixed by the Managers aftermentioned.

Extraordinary General Meetings. 3. Such other Meetings of the General Court of Contributors shall be held as may be deemed needful by the Board of Managers after-

mentioned, who shall have power, as often as they shall think proper to call such meetings (to be called Extraordinary General Meetings) by an advertisement intimating the object thereof, and the Resolutions of such Extraordinary General Meetings, called in the above manner, shall be as valid and effectual in every respect as those of the Ordinary General Meetings fixed by this Constitution. All Meetings of the Court shall be convened by advertisement in two or more of the Glasgow newspapers, at least ten days before the day of meeting.

Meetings to be called by Advertisement.

4. The Lord Provost of Glasgow for the time being shall be entitled to preside at all Meetings of the General Court of Contributors, and, in his absence, a Chairman shall be elected by the Meeting. The Chairman shall have a deliberative vote and also a casting vote in cases of an equality of votes.

Lord Provost entitled to preside.

5. The Western Infirmary shall be under the immediate direction of a Board of Twenty-seven Managers, of whom any seven shall constitute a quorum, viz. :—

Managers.

Two Managers to be annually elected by each of the following public bodies, viz. :—

The Town Council of the City of Glasgow.
The Senate of the University of Glasgow.
The University Court of the University of Glasgow.
The Merchants' House of Glasgow.
The Trades' House of Glasgow.
The Faculty of Physicians and Surgeons of Glasgow.
The Faculty of Procurators of Glasgow.

One Manager to be annually elected by the following bodies, viz. :—

The Commissioners of Police of the Burgh of Partick.
The Commissioners of Police of the Burgh of Govan.
The Commissioners of Police of the Burgh of Hillhead.
The Commissioners of Police of the Burgh of Maryhill.

Nine Managers, residing in or near Glasgow, to be annually elected by the General Court of Contributors of the Western Infirmary of Glasgow, of whom two in rotation shall annually retire, but shall be eligible for re-election after having been out of office for one year. Two Managers to retire annually.

6. At some convenient time, before the 26th November, 1874, the several public bodies above mentioned shall elect their respective representatives; which election shall be intimated and declared at a Meeting of Contributors to the Western Infirmary, to be held on that day, or on the first lawful day thereafter, within the Religious Institution Rooms, St. George's Place, Glasgow, and thereafter on the last Thursday of November yearly in any place to be fixed by the Managers, by which Meetings, or by the majority of qualified Contributors present thereat, nine Contributors, qualified as above, shall be chosen Managers until the last Thursday of November next ensuing; and if the above-mentioned public bodies or persons having right to elect Managers shall fail to elect and to declare their election as above, then it shall be competent for the Managers legally appointed or elected and assembled to nominate Managers to make up the full numbers of twenty-seven Managers for directing and governing the affairs of the Western Infirmary for the current year; and in case any of the Managers elected as aforesaid shall refuse to accept of the office, or in case any of them shall happen to resign or die or become legally incapable of acting during his year of office, the other Managers legally elected shall, at their first Meeting thereafter, be authorised to nominate another Manager or Managers in the room of the person or persons refusing to accept the office, or resigning, or becoming legally incapable or deceasing. Election of Representatives of Public Bodies. Election of Managers from Court of Contributors. Managers refusing to act.

7. The Managers shall hold four stated Meetings every year at some convenient place within the City of Glasgow, viz., on the last Thursday of February, May, August, and November, yearly. Meetings of Managers.

8. Such other Meetings of the Managers may also be held as may by them be deemed requisite.

Power to make Bye-Laws, &c.

9. The Managers shall have full power and authority to make such Bye-laws and Regulations for the management of the affairs of the Western Infirmary as to them shall seem meet, provided such Bye-laws be not contrary to the fundamental provisions of this Constitution or any alteration thereof.

Chairman or Convener, &c.

10. The Managers shall yearly elect a Convener from among their number, and in case of his refusal, or death, or resignation, or incapacity, they shall elect another in his place. The Convener, during the year, shall preside as Chairman at all Meetings of the Board of Managers, and in his absence a Chairman shall be elected by the Meeting. The Chairman shall have a deliberative as well as a casting vote in cases of an equality of votes.

Sub-Committees.

11. The Managers shall also appoint such Committees of their number as they shall think proper for the more effective management and charge of the particular departments of the Western Infirmary.

Medical Officers.

12. The Managers shall annually elect such Medical Officers as may be required for the efficient treatment of the Patients in the Western Infirmary, it being understood that such reasonable provision as is deemed necessary by the Senatus of the University of Glasgow and the Managers shall be made for the Professors of the University engaged in Clinical Instruction.

Medical Officers to be subject to Rules.

13. The whole Medical Officers shall be subject to the Rules and Regulations which may from time to time be prescribed by the Managers.

Medical Officers disqualified as Managers.

14. It shall not be competent for any one holding a Medical appointment in either the Western or the Royal Infirmary to be at the same time on the Board of Management of the Western Infirmary.

Treasurer and Clerk.

15. The Managers shall annually elect a Treasurer to the Western Infirmary, and a Clerk thereto, and such other persons as they shall judge necessary to be employed in the service of the Western Infirmary, and shall define and prescribe their duties, and appoint them such re-

muneration as they shall judge proper, and with power at their discretion to discharge the said Treasurer and Clerk and others employed as aforesaid, and to put other officers in their place as they shall see cause.

Power to make Regulations for admission of Patients.

16. The Managers shall have power to prescribe such Regulations for the Admission of Patients and for the internal government of the Western Infirmary as they shall from time to time find necessary or expedient.

Annual Report.

17. The Managers shall annually submit to the Contributors a Report of their proceedings, with a statement of the financial affairs of the Western Infirmary, and of the Patients treated therein during the period embraced in the Report.

18. The arrangement of 11th April, 1871, with regard to the Dispensary for Skin Diseases is hereby confirmed; subject to any changes which may be hereafter agreed upon between the Managers of the Western Infirmary and the Managers of the Dispensary for Skin Diseases.

Power to arrange for Establishment of a Sick Children's Hospital.

19. The Managers shall have power to agree to or arrange for the Establishment of a Sick Children's Hospital on the grounds of the Western Infirmary of Glasgow, either in connection with the Western Infirmary or under separate management and control, on such terms as they may see fit.

Property to be invested in Managers as Trustees.

20. Until a Royal Charter or an Act of Parliament for incorporating the Western Infirmary shall have been obtained, and for which the Managers, when they see fit, are hereby authorised to apply, the property, both heritable and moveable, presently belonging, or which may be gifted to, or acquired by, or for the Western Infirmary, shall be vested in the Managers for the time being, as Trustees for the Western Infirmary of Glasgow.

21. The foregoing Constitution shall not be altered except at an Extraordinary General Meeting of Contributors called for the purpose.